

EXHIBIT W

October 25, 1991

Shareholders of
Reading Broadcasting, Inc.

Re: Special Meeting

Dear Shareholder:

As President of Partel, Inc. I am notifying you that a special meeting of the shareholders of Reading Broadcasting, Inc. will be held at 6:00 P.M. on October 30, 1991, in Reading, at WTVE Channel 51, 1729 North 11th Street, Reading, Pennsylvania, 19604. The notice of the special meeting is enclosed.

I hope that you will be able to attend this special meeting, but would remind you that you may participate in the meeting by proxy even if you cannot personally attend.

A proxy is also enclosed for your convenience and use if you are unable to attend the special meeting. The completed, original proxy must be present at the meeting.

I look forward to seeing you.

Sincerely,

Mike Parker
President

NOTICE OF SPECIAL MEETING
OF
SHAREHOLDERS
OF
READING BROADCASTING, INC.

I, Mike Parker, as President of Partel, Inc., a shareholder, do hereby give notice that there shall be a special meeting of the shareholders of Reading Broadcasting, Inc. on October 30, 1991 in Reading, Pennsylvania, beginning at 6:00 P.M. This special meeting will be held at:

WTVE Channel 51
1729 North 11th Street
Reading, Pennsylvania 19604
(215) 921-9181

The purposes of this meeting are:

(1) Amend the By-Laws to provide for the election of a Chairman by a majority of the shares represented,

(2) to remove all existing Directors of Reading Broadcasting, Inc.,

(3) elect a new Board of Directors, consisting of five (5) members, for Reading Broadcasting, Inc.,

(4) to resolve certain disputes arising with respect to Henry N. Aurandt, M.D.'s rights under the Plan of Reorganization and the garnishment thereof by the Internal Revenue Service and certain Judgment Creditors, and

(5) to conduct any such other business as may come before the meeting.

The holders of issued and outstanding shares of common stock of the Company are entitled to elect five members of the Board of Directors.

The record date for determining shareholders entitled to notice of or to vote at the meeting herein set forth is fixed by the By-Laws of the Corporation to be at the close of business October 19, 1991.

A meeting of the newly elected Board of Directors will be held immediately following the shareholders' meeting.

Mike Parker
President
Partel, Inc.
October 25, 1991

PROXY

READING BROADCASTING, INC.
A PENNSYLVANIA CORPORATION

The undersigned shareholder of READING BROADCASTING, INC., a Pennsylvania Corporation, hereby appoints Robert H. Clymer, M.D. and/or Mike Parker as attorney-in-fact and proxy for the undersigned, with full power of substitution, to vote on behalf of the undersigned all shares of stock which the undersigned may be entitled to vote at the special meeting of the shareholders of Reading Broadcasting, Inc. scheduled to be held at WTVE Channel 51, Reading, Pennsylvania 19604 on Wednesday, October 30, 1991 at 6:00 P.M., as well as at any adjournment or rescheduling thereof. My attorney-in-fact and proxy shall be entitled to vote my stock as he/she sees fit on any and all matters as may be properly considered at such meetings including, but not limited to, the matters set forth in the meeting notice of the above-referenced meeting dated October 25, 1991, receipt of which is hereby acknowledged.

This proxy revokes any previous proxy to vote such stock at any meeting of shareholders or any adjournment thereof, heretofore given by the undersigned to anyone other than the above-named individual. This proxy shall expire eleven (11) months from the date hereof.

DATED this _____ day of October, 1991.

SHAREHOLDER:

EXHIBIT X

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Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re: Applications of : MM Docket No. 99-153
READING BROADCASTING, INC. :
For Renewal of License of : File No. BPCT-940407KF
Station WTVE (TV), Channel :
51, Reading, Pennsylvania : File No. BPCT-940630KG
and :
ADAMS COMMUNICATIONS :
CORPORATION :
For Construction Permit for :
a New Television Station :
to Operate on Channel 51, :
Reading, Pennsylvania :

DEPONENT: JACK A. LINTON, ESQUIRE

DATE AND TIME: Monday, November 8, 1999
at 10:15 a.m.

LOCATION: Comfort Inn
2200 Stacy Drive
Reading, Pennsylvania

Berks Court Reporting Service
By: Lori A. Dilks, RPR
12 Pacific Avenue
Sinking Spring, Pennsylvania
(610) 678-9984

COPY

1 1 APPEARANCES:

2 HOLLAND & KNIGHT, LLP

3 By: Thomas J. Hutton, Esquire

4 2100 Pennsylvania Avenue, N.W.

5 Suite 400

6 Washington, D.C. 20037-5564

7 Representing Reading Broadcasting, Inc.

8 BECHTEL & COLE, CHARTERED

9 By: Gene A. Bechtel, Esquire

10 1901 L Street, N.W., Suite 250

11 Washington, D.C. 20036

12 Representing Adams Communications

13 STIPULATION: It has been stipulated by and between
14 counsel that they waive the sealing of the transcribed
15 testimony by the witness, and the filing of the original
16 with the Court, and all objections, except as to form,
17 until the time of trial.

18 I N D E X

19 <u>WITNESS</u>	20 <u>EXAMINED BY</u>	21 <u>PAGE</u>
22 Jack A. Linton, Esquire	23 Mr. Bechtel	24 5

25 <u>NUMBER</u>	26 <u>DESCRIPTION</u>	27 <u>PAGE</u>
28 Linton 1	29 Article	30 5
31 Linton 2	32 Memorandum Opinion & Order	33 5
34 Linton 3	35 Minutes dated August 22, 1989	36 6

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EXHIBITS (Continued)

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
Linton 25	Minutes dated February 1, 1994 (Meeting of Shareholders)	51
Linton 26	Minutes dated February 1, 1994 (Meeting of Board of Directors)	51
Linton 27	Minutes dated May 19, 1994	51

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P R O C E E D I N G S

JACK A. LINTON, ESQUIRE,

was called as a witness and, having been first duly sworn by the Reporter-Notary Public, was examined and testified as follows:

BY MR. BECHTEL:

Q. We welcome Mr. Linton back, and I assume that your residence address has not changed from just a couple of weeks ago.

A. Almost but it hasn't. I bought a new condo, but I haven't moved yet.

Q. Really?

A. It's two blocks up. Yes. A long distance. I'm too lazy.

MR. BECHTEL: Should this record be placed in a time capsule for posterity, I think it should contain an article in The Journal of Taxation in April, 1967 entitled, Tax Problems with Television Properties: Films, Copyrights and Property Rights by Mr. Linton, and I ask you to make that Exhibit 1, please.

(Whereupon, the Reporter marked the following exhibits for identification: Linton 1, Article; and Linton 2, Memorandum Opinion and Order.)

MR. BECHTEL: We have marked as Exhibit 2 the Order of Judge Sippel issued October 26th regarding

1 the Discovery of Minutes that has some bearing on the
2 scope of what we're doing here this morning.

3 This will be a statement for the record.
4 We have been furnished Pages 2 and 3 of a Meeting of the
5 Stockholders held August 1, 1989 but not the balance of
6 the Minutes of that meeting. And we request that
7 Reading Broadcasting Company provide the entire set of
8 Minutes, which we think is in keeping with the Court
9 Order.

10 MR. HUTTON: What's the date?

11 MR. BECHTEL: August 1, 1989.

12 MR. HUTTON: I don't see that referenced in
13 the Court's Order.

14 (Attorney Bechtel reviewed document.)

15 MR. BECHTEL: Paragraph 11.

16 MR. HUTTON: Okay.

17 MR. BECHTEL: Also, for the record, we have
18 a copy of Minutes of the Meeting of the Board of
19 Directors held on the same date, which is all on one
20 page.

21 (Whereupon, the Reporter marked Linton 3
22 for identification, Minutes dated August 22, 1989.)

23 BY MR. BECHTEL:

24 Q. Exhibit 3 consists of Minutes of a Meeting
25 of the Directors held August 22, 1989. I'll refer you,

1 Mr. Linton, to the second page where there is a
2 reference to the possibility of providing an equity
3 position for the Meridian Bank.

4 A. Dr. Clymer's comment. Yes.

5 Q. Now, eventually an equity position was made
6 available to the bank not directly by the company but
7 through Partel, Inc. Is that correct?

8 A. That's correct as to who negotiated it.
9 That's right. Partel did through Mike Parker. But it
10 wasn't an equity interest; I think it was a warrant for
11 an equity interest, if I recall correct -- I think it
12 was a warrant for an equity interest, 6 and a quarter
13 percent.

14 Q. Did the company itself make available an
15 equity participation to the bank?

16 A. Initially it wasn't clear. Later on I
17 think it was clarified in the settlement that it would
18 come out of -- the company would supply the stock for
19 that equity position if it were ever called upon -- I
20 think that's how it eventually worked out -- not out of
21 Partel's 25 percent. But that was a subject of
22 discussion over a period of years.

23 Q. Were you at this meeting of August 22? Do
24 you know?

25 A. If my name is there, I was. But do I

1 specifically remember being there?

2 Q. Yes.

3 A. No. I'm sure I was.

4 Q. Do you recall why Mr. Parker was the
5 Chairman of the meeting?

6 A. No, I do not.

7 MR. BECHTEL: For the record, we have
8 received Notice of a Special Meeting of the Shareholders
9 to be held on August 29, 1989, but we have not received
10 Minutes of that meeting. And, for the record, we would
11 ask that we receive Minutes of that stockholders'
12 meeting as well.

13 BY MR. BECHTEL:

14 Q. I'm going to show to Mr. Hutton and Mr.
15 Linton Page 4 of a Meeting of the Directors held on
16 September 13, 1989 and then pose an inquiry.

17 A. (Witness reviewed document.)

18 Okay.

19 MR. BECHTEL: Our notes are that the
20 Minutes of that meeting include a ratification of the
21 agreement with Partel, Inc., some information regarding
22 a transmitter site or transmitter sites, as well as
23 programming information with regard to Reverand Scott,
24 and our request is that the entire Minutes be produced
25 in accordance with the Court's Order -- consistent with

1 the Court's Order.

2 Our information is that there was a
3 Directors' meeting held September 29, 1989, wherein
4 there was some references to stock purchase options and
5 a, quote, golden parachute, closed quote, arrangement
6 with Partel, Inc. We have not received copies of
7 Minutes of that meeting and so request.

8 (Whereupon, the Reporter marked Linton 4
9 for identification, Waiver of Notice of Special Meeting
10 to be held October 11, 1989.)

11 BY MR. BECHTEL:

12 Q. The Minutes show that you were present. Do
13 you recall who chaired the meeting?

14 A. (Witness reviewed document.)

15 No, I don't, but as a way of -- these
16 meetings were relatively informal. Either Dr. Aurandt
17 or Mike Parker would usually present some limited form
18 of agenda, and we'd just say, Let's get started, and
19 that's what would occur.

20 Q. You signed these Minutes as Secretary. Did
21 you write them?

22 A. (Witness reviewed document.)

23 Did I make notes on them and then translate
24 them -- dictate them? Probably. Yes.

25 (Whereupon, the Reporter marked Linton 5

1 for identification, Waiver of Notice of Special Meeting
2 to be held October 17, 1989.)

3 BY MR. BECHTEL:

4 Q. With regard to Exhibit 5, which is a
5 Meeting of the Directors held October 17, 1989, I have
6 the same two questions regarding who chaired the meeting
7 and regarding your preparation of the Minutes.

8 A. (Witness reviewed document.)

9 The second question is, I would have taken
10 the notes, and I would have dictated the Minutes. They
11 would have been transcribed by one of my office staff.

12 As far as who chaired the meeting, I can't
13 really remember other than the designation, the Chairman
14 announced the meeting was duly convened. So I'd have to
15 look at an earlier meeting to see who was Chair. Again,
16 they were informal and, in all likelihood, it would have
17 either been Dr. Aurandt or Mike Parker, but I don't
18 specifically remember.

19 Q. I'm going to provide to counsel and the
20 witness Pages 4, 5 and the signature page of Minutes of
21 a Directors' meeting held November 1, 1989.

22 A. (Witness reviewed document.)

23 MR. BECHTEL: I have two requests to make
24 of the company. One is to -- I assume that the balance
25 of these Minutes did not come within any of the items

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1 that were enumerated in the Court's Order, which
2 included the subject application with the FCC, all
3 Minutes that relate to rights or plans of persons or
4 entities to purchase an interest in the applicant or of
5 current owners to alienate their interests; relating to
6 pledges, mortgages, security interests or other
7 encumbrances; relating to bank letters and other
8 financial documents, relating to the applicant's
9 proposed transmitter site or programming.

10 The second request is, there is an
11 attachment to these Minutes referred to as Exhibit A on
12 the signature page, and we request a copy of that.

13 MR. HUTTON: What is the attachment?

14 THE WITNESS: Which Minutes are we
15 referring to now?

16 MR. BECHTEL: I'm sorry. I didn't make an
17 exhibit of this. I didn't have a supply. It's on the
18 last page.

19 THE WITNESS: That's the only question you
20 asked of me, Mr. Bechtel, was -- you haven't asked me
21 any questions, I guess, on the -- that's what I'm
22 confused about.

23 MR. BECHTEL: Off the record.

24 (Discussion was held off the record.)

25 MR. BECHTEL: I should have noted that

1 Exhibit A appears to relate to programming.

2 (Whereupon, the Reporter marked Linton 6
3 for identification, Minutes dated January 11, 1990.)

4 BY MR. BECHTEL:

5 Q. With regard to Exhibit 6, Minutes of a
6 Meeting of the Directors held January 11, 1990, the same
7 two questions -- well, let's take them one at a time.
8 Do you recall who chaired this meeting?

9 A. The Minutes state that the President,
10 Micheal Parker, did. Do I specifically recall? No, I
11 don't.

12 Q. Who was President at this time?

13 A. The Minutes say Micheal Parker was
14 President. At some point there was a change from him
15 being Executive Vice -- being Vice President to
16 President, but I -- without looking at the Minutes I
17 would not know the sequence of events.

18 Q. Describe, if you know, the circumstances
19 relative to Reverend Scott insisting that Mr. Parker be
20 the Manager of your TV station, if his program was to
21 air there?

22 A. I don't know the circumstances other than
23 that was -- that's how it was presented.

24 Q. The next page -- I think it's the third
25 page -- there's a reference to the Northern Gospel

1 Southern Style program. Describe, if you know, the
2 nature of that undertaking referred to in the Minutes.

3 A. If this is what I believe it was, Ken
4 Taylor was an employee of the station who was interested
5 in doing programming, and this may have been his concept
6 that was brought before the Board; that we utilize his
7 concept.

8 Q. Do you know if you ever signed the Minutes?

9 A. If I ever signed the Minutes?

10 Q. Yes.

11 A. These particular Minutes?

12 Q. Yes.

13 A. I don't know. Normally I would but -- but
14 this is our typewriter; that I will tell you.

15 (Whereupon, the Reporter marked Linton 7
16 for identification, Waiver of Notice of Special Meeting
17 to be held January 25, 1990.)

18 BY MR. BECHTEL:

19 Q. Exhibit 7 is the Minutes of a Meeting of
20 the Directors held January 25, 1990, and the second page
21 appears to indicate that Mr. Parker became Executive
22 Vice President at this meeting, does it not?

23 A. It does.

24 Q. On the next page there is a reference to a
25 Golden Parachute of a quarter of a million dollars. A

1 golden parachute has a lot of meanings. Describe your
2 understanding of the provision that is referred to in
3 the Minutes as a Golden Parachute of a quarter of a
4 million dollars.

5 A. It's in the Partel management agreement;
6 that's what it refers to, the \$250,000. It's in that
7 agreement.

8 Q. On the same page there is a reference to a
9 tower management site concept. Do you recall what that
10 refers to?

11 A. Wait. I'm trying to find that reference.
12 (Witness reviewed document.)

13 Q. The third page of the Minutes, two-thirds
14 of the way down.

15 A. Yes, I see it.

16 (Witness reviewed document.)

17 Not specifically, but there was a point in
18 time when Tall Tower or Tower Economics took over the
19 management of the existing tower on Mount Penn. In
20 fact, they still manage it. And it was that they would
21 be managing a new tower site if and when it became
22 operational.

23 In other words, Reading Broadcasting had
24 been doing it on its own, managing it, getting some
25 licensees to put those little gizmos on the tower site

3 1 to generate revenue.

2 Q. On the same page there is a reference to a
3 lease with Red Oak Properties. And my question is, does
4 that lease have anything to do with programming or tower
5 locations?

6 A. (Witness reviewed document.)

7 No.

8 MR. BECHTEL: And, for the record, we
9 request that we be furnished with a copy of Exhibit A
10 referred to on the signature page of the Minutes.

11 THE WITNESS: That's reimbursing expenses.

12 MR. HUTTON: Is that covered by the ALJ's
13 Order?

14 MR. BECHTEL: I'm sorry?

15 MR. HUTTON: Is that covered by the ALJ's
16 Order?

17 MR. BECHTEL: It's part of the Minutes. I
18 don't know if it's covered or not. I'll bet it is.

19 MR. HUTTON: I'll take a look at it.

20 MR. BECHTEL: If it's not, you can so state
21 when you don't furnish it.

22 MR. HUTTON: Okay.

23 (Whereupon, the Reporter marked Linton 8
24 for identification, Minutes dated April 3, 1990.)

25 (Witness reviewed document.)

1 BY MR. BECHTEL:

2 Q. Who chaired this meeting?

3 A. (Witness reviewed document.)

4 It would have either been Mike or Rick
5 because the only other one that was present was me, and
6 I didn't chair it.

7 Q. And who is Rick?

8 A. Henry N. Aurandt, M.D. Rick is his name --
9 his true name is Heinrik so his nickname is Rick.
10 Sorry.

11 Q. Do you recall that you ever signed the
12 Minutes, and were they prepared based on your notes?

13 A. I probably signed them, but I don't believe
14 these were my notes; I think these were Tony
15 Giannascoli's, my partner. I think he may have -- he
16 was much more verbose than was I. I couldn't talk and
17 write at the same time.

18 Q. There is a reference here -- and it's one
19 of many -- to STV Inc. And as I understand it, STV Inc.
20 was a creditor of Reading Broadcasting Company stemming
21 from a period of time when Reading Broadcasting engaged
22 in pay programming, pay TV programming. Is that
23 correct?

24 A. They were a creditor for certain things.
25 Yes.

1 Q. What things were they a creditor for?

2 A. I'd have to go back in time before --
3 substantially before these Minutes, and I don't exactly
4 remember the time frame. But the station was having
5 financial problems, as it did from its inception. It,
6 through Rick -- Dr. Aurandt -- somehow came in contact
7 with a company that originated in California that
8 basically broadcast soft porn movies. They required
9 little boxes that you put on your TV set and a special
10 antenna.

11 The opportunity to get involved in that was
12 given to all shareholders of Reading Broadcasting. Some
13 did, some did not. There was a fee from STV -- and I
14 don't remember the amount -- for providing this
15 programming to Reading Broadcasting; conversely, STV
16 utilized the facilities of Reading Broadcasting to
17 receive off the dishes, I think, the -- California -- to
18 put on Reading Broadcasting's equipment.

19 So they were very much interrelated. So
20 there was a cost to STV for the utilization of its --
21 there was a cost to STV for utilization of Reading
22 Broadcasting equipment, but there was a fee to Reading
23 Broadcasting for the programming provided by STV.

24 It went on for awhile, but it -- because of
25 technical reasons with the people keeping their box --

1 the boxes, the money didn't come in to the extent that
2 it was supposed to come in because apparently people
3 could continue to get the programming; then it got
4 scrambled and -- in fact, it was scrambled. Off the
5 record for a moment.

6 MR. BECHTEL: Sure.

7 (Discussion was held off the record.)

8 BY MR. BECHTEL:

9 Q. Three or four pages into these Minutes on
10 Paragraph No. 3, there is a reference to a Stipulation
11 Agreement of the Meridian Bank.

12 A. Hold on a second. Yes.

13 Q. What was the Stipulation Agreement of the
14 Meridian Bank?

15 A. I don't know specifically. I would presume
16 it related to the bankruptcy proceeding and stipulated
17 to certain things that bankruptcy counsel was working on
18 as far as maybe their loan position. Without looking at
19 it, I don't know.

20 Q. Same page, there was an audit of stock
21 certificates. Describe, to your knowledge, the
22 circumstances under which that audit was commissioned
23 and undertaken.

24 A. In order to get Reading Broadcasting out of
25 bankruptcy in order to get the -- all the shareholders

4 1 to agree, there was the necessity of getting the --
2 determining who owned what, when they put money in, and
3 in what form. That was the purpose of this, to make
5 4 sure that we had the right amount -- and this is Mike
5 Parker, in his capacity, trying to get us out of
6 bankruptcy.

7 He basically suggested to the Board at some
8 point that all the stock certificates be checked to see
9 who, in fact, held what because there were some minor
10 transfers way back in the early days. Then there were
11 some deaths. And there may have been a couple of gifts.
12 I remember the Rotenbergs particularly because they
13 wanted -- he's a psychiatrist and psychiatrists do
14 things like this -- he wanted to give stock to his
15 children but had some reservations about giving them.
16 Those type of things, as to where they were, so that
17 once the -- once the plan of getting us out of
18 bankruptcy, which reflected on when money was put in,
19 who put money in, it could all be basically documented.

20 Q. On the same page there is a reference to
21 Brenda Groff. I'm trying to get these different
22 references and boil them down to the transmitter site
23 situation.

24 Is Brenda Groff the owner of the Mount Penn
25 existing site?

1 A. No, she is not.

2 Q. What transmitter site are we talking about
3 with Brenda Groff?

4 A. We're not talking about any transmitter
5 site. We're talking about a putative transmitter site.
6 It never happened. If I recall correctly, Brenda had
7 the property on Long Hill. Off the record.

8 MR. BECHTEL: Sure.

9 (Discussion was held off the record.)

10 BY MR. BECHTEL:

11 Q. Toward the end there is Paragraph 14
12 regarding an equipment package. Describe what you can
13 recall about the company's leasing equipment from
14 Partel, Inc.

15 A. Basically what it says there, Bob
16 Pritchard, who was the engineer, said we needed this
17 equipment. Mike said that he had some that he wasn't
18 using; he said he'd rent it to the corporation. If
19 you're asking me what it specifically was -- let me see
20 what it says.

21 Q. Paragraph 17 refers to a Tall Towers
22 contract. We're back to the item we previously visited
23 with regard to the Penn -- Mount Penn --

24 A. That's the reference to the outside
25 management in the Minutes that you earlier questioned me

1 about.

2 (Whereupon, the Reporter marked Linton 9
3 for identification, Minutes dated May 8, 1990.)

4 BY MR. BECHTEL:

5 Q. Exhibit 9 is Minutes of a Meeting of the
6 Board held May 8, 1990. Do you recall who was Chairman
7 of this meeting?

8 A. No, I don't. Again, either Rick or Mike.
9 Again, they were rather free-flowing meetings, as you
10 can see by reviewing the Minutes.

11 Q. Were you surprised at the controversy
12 between Dr. Aurandt and Mr. Parker, or had there been
13 signs that this was developing before the meeting?

14 A. There were signs that it was developing
15 before the meeting.

16 Q. About how long prior to the meeting?

17 A. In some respects probably from the
18 inception when Mike came to town. You had two very
19 strong personalities. TV 51 was Dr. Aurandt's baby, and
20 I mean that in both the literal and metaphorical sense.
21 This was his. They didn't agree on things. Rick would
22 try to micromanage, and then Mike would get upset with
23 Rick, and they have very, very different styles, both
24 men.

25 Mike was very up front and very bombastic.

1 Rick would sit back and fester, and then all of a sudden
2 do things. Sometimes you didn't know what he was doing;
3 around the corner, behind the -- they clashed. There's
4 just no question about it. As you will see, it's
5 repeated. It doesn't take much to see what happened in
6 '89 and '90. It happened again in '91. Yeah.

7 Q. Who wrote the Minutes of this meeting, if
8 you recall?

9 A. I'm guessing it was probably Tony since he
10 was present at the meeting.

11 Q. And they are fairly extensive.

12 A. Yes. I wasn't going to add that. No one
13 can hold a candle to George Mattmiller as far as
14 recording --

15 Q. In terms of?

16 A. Length.

17 (Whereupon, the Reporter marked Linton 10
18 for identification, Minutes dated May 23, 1990.)

19 BY MR. BECHTEL:

20 Q. Exhibit 10 is Minutes of the May 23rd, 1990
21 Meeting of the Board. During this period of time did
22 you all have a position of Chairman of the Board?

23 A. I would have to go back and look to see if
24 it was ever -- somebody informally acted as chairman.
25 It may have come out of the Partel management. I just

1 don't remember.

2 Q. You don't recall, during your tenure as
3 Secretary of the corporation, if you ever had a, quote,
4 Chairman of the Board?

5 A. I don't recall. It may have been at a
6 Shareholders' Meeting the Chairman was appointed, but
7 that would be Chair of the shareholders' meeting, so I
8 don't -- I don't remember. Somebody -- obviously, the
9 Minutes reflect that, but that may have just been boiler
10 plate.

11 Q. Do you recall, did your bylaws during this
12 period of time make a provision for a Chairman of the
13 Board?

14 A. I'd have to look. I don't recall
15 specifically. I'd have to look.

16 Q. I'm going --

17 A. Do you want me to look at the bylaws to
18 see?

19 Q. I stepped on your answer. I apologize.

20 A. No. Do you want me to look into the bylaws
21 to see if there's a Chairman?

22 Q. Yes. And while you're doing that I want
23 you to provide a copy of your bylaws which are required
24 under the FCC rules, and they're not in your public file
25 or in the FCC's file. And while we're at it, I would

1 like a copy of your articles, so that's a request I make
2 of your company.

3 A. The original articles or the -- because
4 they've been amended, as I'm assure you're aware from
5 the Minutes.

6 Q. This would be, in extent, during the
7 five-year period of August 1 of '89 to August of '94.

8 On the second page of these Minutes,
9 Exhibit 10, there is a reference -- one of several -- to
10 a proposed agreement -- or perhaps it became finalized
11 at some point -- with Reverand Scott that would have him
12 on the air a number of hours during the middle of the
13 night, and this is in addition to whatever time he may
14 have had on Sunday morning or Sunday afternoon.

15 My question to you is, during this time
16 period do you recall if Reverand Scott was on the air in
17 the wee, small hours of the morning for a rather lengthy
18 period of time?

19 A. I don't recall.

20 Q. A couple of pages over -- I don't have a
21 number -- there is a reference to, quote, TTC in a
22 couple of places, including a letter of credit. Out of
23 curiosity, who is TTC?

24 A. (Witness reviewed document.)

25 I don't know specifically, but I believe it

1 was somebody that was going to build a tower for us at
2 the new tower site, but I don't specifically remember.

3 Q. Another page or so over there's a Paragraph
4 7 regarding Mr. Stewart, a member of the staff, bringing
5 in a letter signed by the employees. And the Minutes
6 say, Upon being questioned, Todd indicated that he
7 obtained his information in some respects from Mike but
8 mostly from Linda. Do you recall that aspect of the
9 meeting at all?

10 A. Yes.

11 Q. Who questioned Todd, if you can recall, as
12 mentioned in these Minutes?

13 A. Probably Dr. Clymer. Dr. Clymer questioned
14 everybody; sometimes listened to the answers and
15 sometimes didn't, but that's another issue.

16 Q. Well, describe it for me the circumstances
17 of this letter and so forth.

18 A. It was the ongoing friction between Rick,
19 Dr. Aurandt, and Mike Parker and the employees, quite
20 frankly, not wanting to go back -- I didn't believe it
21 at the time, but I've sensed that they didn't want to go
22 back under the management of Dr. Aurandt, and that's
23 what this was all about.

24 Q. Would it be fair to characterize that the
25 staff was pretty excited about Mr. Parker and some of

1 his ideas and energy that he was disseminating in the
2 station?

3 A. I think it was a combination of that and
4 the dissatisfaction with Dr. Aurandt, although I don't
5 truly understand why because I wasn't there. And maybe
6 it was the -- maybe they could see some movement with
7 Mike; whereas, they could see no movement with Rick.
8 That I don't know. I really don't. And that's what
9 sort of befuddled me at the time when I saw the letter.

10 MR. BECHTEL: Off the record.

11 (Discussion was held off the record.)

12 (Whereupon, the Reporter marked Linton 11
13 for identification, Minutes dated October 17, 1990.)

14 BY MR. BECHTEL:

15 Q. Exhibit 11 has been marked. These are
16 Minutes of the Meeting of the Board of Directors held
17 October 17, 1990.

18 A. Here it is (indicating). It's just a
19 different type. I don't know who did these. I would
20 not have.

21 Q. On Page 7 there is a reference to the STV
22 Corporation as having their own Chapter 11 proceeding.
23 Do you see that up at the top of the page?

24 A. (Witness reviewed document).

25 Yes. But that's -- do you want to know

1 what -- are you asking something about it or not?

2 Q. Sure.

3 A. What's your question?

4 Q. Tell me what you know about it.

5 A. That's STV of California, Inc.

6 Q. That's different than the STV that we were
7 talking about where local stockholders were involved?

8 A. Yes. That's correct. That's how the local
9 television station got -- local corporation got its
10 name, because they were dealing with STV of California,
11 Inc.

12 Q. Page 8, there's a reference to the Trout
13 property. Fill me in on that in my little analysis of
14 transmitter sites, if that is a transmitter site.

15 A. It was a proposed one on either -- I think
16 it was -- it was either on Long Hill or Fancy Hill
17 because the Brenda Groff deal was not going anyplace
18 'cause she and -- she was going to shoot Mike and she
19 didn't like me anymore. She's a very vitriolic lady.
20 And the deal -- we did something she didn't like and she
21 did something we didn't like so we started to look for
22 other sites.

23 Q. I see in here references to a business
24 plan, and then I see a lot of references to a disclosure
25 statement and the bankruptcy plan and amendments and et

1 cetera, et cetera. Was the business plan something
2 different than was filed in the bankruptcy, or was it
3 part of the bankruptcy papers? If you know.

4 A. I don't know, but I know there was a
5 business plan. But I really can't tell you whether it
6 was part of the bankruptcy papers or not. That was --
7 Marvin Mercer was counsel for the corporation as far
8 as -- and Astor -- it was Allen Dubroff's firm,
9 D-U-B-R-O-F-F, Astor, Weiss & Newman, I believe was
10 their name. They were bankruptcy counsel.

11 Q. Your background involves some knowledge of
12 taxes, does it not?

13 A. Yes.

14 Q. Page 10, Dr. Aurandt is commenting on the
15 business plan and bulleted Paragraph 3 says: The
16 necessity to show a change of control for tax purposes
17 but not essential to do this for the FCC.

18 Do you know what he's talking about, for
19 tax purposes?

20 A. It would be just the reverse.

21 Q. Help me with that.

22 A. Okay. What you're concerned about, if you
23 have a corporation that's losing money, that the losses
24 can be carried forward. If there's too much of a change
25 in ownership, you start to lose the utilization of those

1 losses. So Rick's comment here -- and that may be just
2 an error in the Minutes; it may be reversed -- it may --
3 you didn't want to have too much of a change in control
4 because under Section -- I don't do it daily.

5 Q. That's okay.

6 A. -- Section 381 and 382 of the Internal
7 Revenue Code deal with loss carried forwards so, in
8 other words, if I -- and I don't profess to be an expert
9 on the section -- but if you have a total change of
10 ownership, you may well lose the ability to carry
11 forward those losses, which would be negative to the
12 existing people. So I think this may be just Rick's --
13 as oftentime Rick would -- as they say locally,
14 misconscrow when he meant misconstrue things, very
15 often.

16 Q. Well, in any event, the standard for that
17 is a tax standard --

18 A. That's correct. No question about it.

19 Q. -- rather than an FCC standard, which is
20 something we all know.

21 A. Well, no, I don't know the FCC standard. I
22 do know the tax standard. So I don't want to speak to
23 the comparability of the two because I don't know. I've
24 heard rumors and illusions of that, but I don't know it.

25 Q. Page 12 at the bottom refers to, The annual

1 shareholders' meeting has already taken place. Do you
2 see that?

3 A. I see it.

4 Q. The last reference I have to a
5 shareholders' meeting is this juncture, November 7,
6 1990. We're now talking about October 17, 1990. I'll
7 withdraw the question.

8 A. Okay. Then I won't answer it.

9 Q. I'm going to ask the question again. The
10 Board of Directors' Minutes of October 17th talk about
11 convening a special meeting of the shareholders even
12 though the annual meeting has already taken place, and
13 my notes are the last meeting of the stockholders was
14 held on August 29, 1989.

15 And my question is, was there a meeting of
16 shareholders held earlier than October 17, 1990, being
17 the annual meeting of shareholders?

18 A. I don't know. These were not my -- I did
19 not record these Minutes; these are George's. It may
20 have been referring to the one you referred to, or it
21 may have been referring -- but I don't know if one was
22 held in February of 1990. There was at least one or
23 more years where the annual meeting was basically
24 missed, and I can't tell you if it's this one or not
25 without, frankly, probably even going back to look at my